

ARTICLE 4

UNION DUES AND FEES

SECTION 1. AGENCY SHOP.

To the extent permitted by the Michigan Civil Service Rules and Regulations, it is agreed that:

- A. SEIU Local 517M shall provide to the Appointing Authority adequate supplies of voluntary membership cards (see Appendix B-1) on an ongoing basis. Upon receipt of a completed and signed individual authorization form from any employee covered by this Agreement, the Employer will deduct from the employee's pay dues as required by the Union in order to maintain membership in good standing.

The Employer will deduct dues upon receipt of a unit member's completed and voluntarily signed authorization form for payroll deduction of dues. Such membership forms shall be provided by the Union and subject to the provisions of paragraph B(1) below.

Upon written notification and documentation provided by the Union, the Employer will collect any delinquent dues in accordance with any payment schedule that may have been agreed upon by the employee and the Union .

- B. The voluntary authorization shall be effective after the delivery date of such authorization to the unit member's Appointing Authority personnel office. New authorization cards must be submitted by the 9th day of any pay period for deductions to be made by the following pay period.
1. Deduction will be made only when the unit member is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal income tax; State income tax; local and/or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled unit member's share of insurance premiums.
 2. Membership dues shall be uniform in amount, and shall be as certified in writing by the Union's Executive Vice President or his/her designated representative to the Employer.
- C. No unit member shall be required as a condition of continued employment with the State to join the Union.

SECTION 2. REPRESENTATION FEES DEDUCTION.

An employee may choose to pay a voluntary representation fee to the Union. Such voluntary representation fee shall not exceed regular bi-weekly dues. The fees will be

uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs. Such costs will be germane to collective bargaining, contract administration, grievance administration, and any other cost necessarily or reasonably incurred for the purposes of performing the duties of an exclusive representative of the employees in dealing with the Employer on labor-management issues. Such voluntary representation fee payment shall be fulfilled by the employee signing, dating, and submitting the authorization for voluntary "Deduction of Representation Fee" form to the Employer. This Section shall not take effect until the Union notifies the Employer in writing of the amount of this voluntary representation fee (see Appendix B-2). Such notification may be made on or after the effective date of this Agreement.

SECTION 3. REMITTANCE AND ACCOUNTING.

Voluntary dues and representation fees deducted for any bi-weekly pay period shall be remitted by the Employer to the Executive Vice President or his/her designated representative with a list of unit members for whom the voluntary deduction has been made. Upon written request, the Employer shall provide the Union with a list of unit members who have authorization cards on file (dues and representation fees deductions).

SECTION 4. REVOCATION.

Nothing in this Article shall prohibit a unit member from terminating any dues and/or representation fees deduction authorization at any time. In order to do so, the unit member will provide written notice of such revocation to the Employer, with a copy to the Union. The Employer will make every effort to process the revocation request within one (1) pay period after written notice is received.

SECTION 5. BARGAINING UNIT INFORMATION PROVIDED TO THE UNION.

The Employer shall provide the following information to the Union, including codes and definitions of codes, through whatever automated or other type of system currently in use.

- A. The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this Unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in Union deductions. This report shall include the employee's name, employee identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (Department/Agency).

- B. The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the Bargaining Unit: the employee's name, employee identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (Department/Agency), TKU, Union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, Unit code and hourly rate. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.
- C. Requests for information not provided in Sections A and B above shall be made by the Union to the Office of the State Employer. The Union will pay the full cost of all reports provided by the State pursuant to this Agreement.

SECTION 6. AID TO OTHER UNIONS.

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor or employee organization which purports to engage in employee representation of employees in this Bargaining Unit, or make any agreements which undermine the Union with any such group or organization.

Nothing contained herein shall be construed to prevent any representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, except that as to matters presented by such organizations which are proper subjects of negotiation, any changes or modifications shall be made only through negotiations with the Union.